

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="display: flex; justify-content: space-between;"><div>1</div><div>5</div></div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0003</div>		3. EFFECTIVE DATE <div style="text-align: center;">22-Apr-2004</div>		4. REQUISITION/PURCHASE REQ. NO. W90XW8-4023-0001		5. PROJECT NO.(If applicable)	
6. ISSUED BY SDDC CONTRACTING CENTER SDAQ-T TERMINAL & TRANS RELATED SVCS DIV 200 STOVALL ST, RM 12S33 ALEXANDRIA VA 22332-5000		CODE W81GYE		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W81GYE-04-R-0036	
				X		9B. DATED (SEE ITEM 11) 24-Mar-2004	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This amendment is issued to respond to contractor's questions and to revise the solicitation as indicated below.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 22-Apr-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

CONTINUATION

- a. Paragraph 1.4.4.1 is changed to read:

“The contractor shall ensure that personnel operating Government Vehicles possess a valid State Drivers License. In addition, Contractor personnel who operate specialized Government Vehicles must also possess a U.S. Government Motor Vehicle Operators Identification Card, OF346, with endorsement for each type of specialized vehicle for which the Contractor is qualified to drive. Effective 7 March 2005, the Contractor shall ensure that personnel operating Class A, B, C, Government owned, or leased vehicles possess a Commercial Drivers License (CDL). Contractor personnel who operate ammunition or hazardous material laden vehicles must possess a hazardous materials (HAZMAT) endorsement for CDL.”

- b. Paragraph 3.4.1, Heavy Lift Equipment; add the following sentence at the end of the 3rd line.

“Contractor will not be separately compensated for delay caused by pre-operational set up of Government provided Gantry crane.”

- c. Paragraph 5.2.1.6.4 is changed to read:

“Contractor shall be responsible to redistribute lashing/securing equipment to facilitate proper lashing and securing of the vessel at applicable commodity rates. Unused lashing and securing equipment will be re-hung on ship's bulkheads, fixed or moveable bins, at applicable commodity rates.”

- d. Paragraph 6.3, Operations Regulations and Instructions, SDDC PAM 37-10, Financial Management Contract Pay, is deleted in its entirety.

- e. Addenda to FAR 52.212-4, paragraph (a) (2) is changed to read as follows: “Commodity and miscellaneous services performed by the Contractor will be input into CAB System. Certification of workload will indicate verification and acceptance.”

- f. Compensation, paragraph g (1) is changed to read: “The basis upon which compensation shall be computed for all cargo loaded or discharged is either in each basis or a measurement ton of 40 cubic feet”.

- g. Compensation, paragraph g (2) is deleted in its entirety.

- h. Compensation, paragraph g (3) (a) is changed to read: “That the activities referenced by contract commodity and quantities in WPS and the CAB System were actually performed.”

- i. Compensation, paragraph g (3) (c) is deleted in its entirety.

- j. Attachment 6, List of Forms, is revised to add samples of applicable forms.

- k. Samples of the following forms are added to the subject solicitation:

Cargo Check Sheet
DA Form 285
DD Form 626
MT Form 288
MTDC-SAO-48-R
OF 346

Questions and Answers

Government's Response to Questions Received on or about April 13, 2004

NOTE: Wording of comments and questions has not been changed except to delete references to company names. All comments and questions are posted exactly as submitted.

1. We are using current rates. Assuming we win the contract what happens in Oct if there are increases of the labor wage once the union contract is finalized?

Answer. Proposals shall be submitted using current rates. Rate increases/decreases are to be requested in accordance Attachment 10, Contract Price Revisions.

2. 4 volumes in 2 books or 4 volumes in 4 books?

Answer. In order to minimize the number of binders proposals shall be transmitted in 3 volumes: Volume I: Transmittal; Volume II: Technical and Past Performance and Volume III: Price. The solicitation will be amended to reflect this change.

3. Is or when will attachment 2 be ready?

Answer. The CBA for the current contract is provided as part of this amendment. Upon receipt of a wage determination from Department of Labor, that document will be included by amendment to the Solicitation or modification to the resulting award.

4. If not ready will you provide a copy of the ILA agreement & collective bargaining agreement?

Answer. Yes, A copy of the CBA between Stevedoring Services of America (SSA) and the International Longshoremen's Association will be included with this amendment. Refer to Question 3.

5. Electronic form on CD preferred program? MS Word?

Answer. 52.212-1, Instructions to Offerors, specified that CDs shall be "readable on IBM PC compatible systems running Microsoft Windows NT and Office 2000." This includes MS Word and Excel programs.

6. The Container Handler the contractor is asked to supply for this contract is an expensive piece of equipment. It is difficult to put this into a two year contract at which time if the contract is not renewed the contractor is stuck with a machine they can not employ at other Ports. Most port authorities do not allow the contractor to use their own material handling equipment. Currently, it is my understanding that the USMC along with Honeywell have a material handling machine that can be utilized by the contractor at an established fee schedule.

a. Can Ceres obtain this fee schedule from the USMC and Honeywell?

Answer. No fee schedule will be provided. The Government will not furnish this equipment. Offerors must furnish their own Container Handlers for handling containers to include half-highs.

b. Do any vessels ever discharge and immediately load cargo back? It appears they all either Load or Discharge.

Answer. Most operations are either load or discharge. It is on very rare occasions that a vessel will discharge then immediately load cargo back.

c. Can we utilize company owned flatbed trailers instead of the 12x20' Chassis?

Answer. No. The contractor shall use the Government furnished 20ft chassis that is more maneuverable given the turning radius on the pier.

7. Under the section that provides notes concerning each class of vessels. The Maersk Class has 63 pontoons that must be removed before below deck containers can be worked. The removal/installation generally takes 14-16 hours.

Is this all together 14-16 total remove/install or 14-16 to remove and 14-16 to install?

Answer. Removing and replacing pontoons are both separate operations that involve 1 each LO/LO gang x approximately 14-16 hrs for each operation, and must be factored in the commodity cost.

8. Please clarify 52.222-47 concerning the Service Contract Minimum Wages and Fringe Benefits. Does this clause mean that all bidders on this solicitation are required to use the exact wage scale and fringe benefits of the International Longshoremen's Union's contract with Stevedoring Services of America?

Answer. Offerors should address questions regarding application of the Service Contract Act (SCA) to the Department of Labor, Employment Standards Administrations, Wage and Hour Division, Washington DC 20210. Absent a wage determination from the Department of Labor (which we have not received), the SCA provides that the economic terms (wages and fringes benefits) of the incumbent contractor's CBA will apply to the contract resulting from this solicitation.

9. Will attachment 2 be available before the proposal is due?

Answer. Yes. See answer to Question 3.

10. If Attachment 2 is not available, are you going to make the new ILA contract, which has not yet been ratified by its members, available to us if indeed the rates and benefits contained in that contract are to be used in place of Attachment A? This contract is not publically available to my knowledge.

Answer. Attachment 2 is provided with this amendment. If the new ILA contract is received prior to close of the Solicitation, it will be made available, if not it will be incorporated after award.

11. The solicitation for Jacksonville MPS, W81GYE-04-R-0036, contains a new requirement that we do not understand how it applies. The requirement that the offer contain a subcontracting plan should not apply because the subcontracting possibilities are less than 5% of the contract value if they even exist.

As stated in the definition of "Commercial Plan", "applies to the entire production of commercial items sold." There are no commercial items sold in this contract. The majority of the cost of this contract to the contractor is labor. Any other supplies and/or services required for performance of the contract are not purchased under a contract arrangement (specific quantities for a specific period of time), but acquired on an as needed basis at market prices.

Answer. In accordance with FAR Part 19, any procurement over the dollar value of \$501,000.00 that is not set-aside for small business concerns must include the requirement to submit a Subcontracting Plan. Additionally, Addendum to FAR 52.211-1, Instruction to Offerors, Technical Volume, (d) Socio-Economic Commitment, states that the "Offeror's proposal shall provide a rationale for each goal that does not comply with the minimum goals."

12. In the schedule of rates for commodity items 20g and 45 regarding containers. There is no stipulation that addressed the way the containers will be loaded to or discharged from the vessel. We strongly believe that there should be 2 rates for containers. One rate should be using a container crane and the second rate should be with ships gear. The production level is substantially higher when using the container crane. If a contractor bids these items as shown it is a set up for loss when using ships gear. The productions with ships gear are about 20% of production using a container crane. These items need to be split in to two categories.

Answer. The Government wants one price for containers (commodity item 20g and 45) regardless of whether the ship crane or gantry crane is used. The predominant amounts of containers on MPS vessels are loaded below deck, where the magnitude of difference in productivity between the USMC gantry crane and self-sustaining ship crane is insignificant.

13. Travel Time-There is no reference to travel time any where in the solicitation. The parking lot for the longshoremen is 1 1/2 miles from the dock and labor has to go through a security gate to be checked in in transit. The distance and security cause delays up to 30 minutes and then the men are given a safety brief before commencing work. The contractor can end up absorbing 30-40 minutes of non payable commodity time before we

even go to work. This fact is unacceptable and some type of travel time under a detention rate needs to be added to the statement of work.

Answer. The travel time from the parking lot to duty location is less than 10 minutes (to include clearing the security checkpoint). Therefore, time is minimal and does not warrant the inclusion of a detention rate.

14. Item 4.1.5 on page 12 of the statement of work requires the handling of half high 4 foot containers with a container handler. The commercial container handlers are designed to lift 8 foot containers this container handler is not commercially available and should be a Government Furnished and not a Contractor Furnished piece of equipment. The cost of a contractor purchasing this piece of equipment is too substantial for the volume of the contract.

Answer. No, the Government will not provide this equipment, as it is available commercially. See answer to Question 6a.

15. Item G(1) page 48 of the contract states compensation will be based on measurement or long ton, the Schedule of Rates reflects payment of each for all items except general cargo. This is ambiguous and needs clarification.

Answer. Item G referenced above has been changed. Please refer to Addendum to Part II, Compensation for the appropriate language.

16. I noticed there is no requirement for an executive summary.

Would you recommend that we include an executive summary with our bid?

Answer. The instructions for preparing and submitting proposals are in the addendum to FAR 52.212-1.

17. Page 55 "each Offeror must submit their proposal in two (2) separately bound volumes"
Pages 56-59 gives details of what is to be included in four (4) volumes. --

Which is it, two or four?

Page 56 has Socio-Economic Commitment in Volume 1

Page 58 has Socio-Economic Commitment in Volume 2

Which is it, one or two, or do you really want it in both?

Answer. Proposals shall be submitted in 3 volumes. See answer to Question 2. Additionally, page 58 specifically states that Socio-Economic Commitment shall be included in Transmittal Volume.

(End of Summary of Changes)